

Quantity Purchase Agreement With The State Of Indiana

Vendor REMI GROUP LLC
Remit to: 11325 N COMMUNITY HOUSE RD 300
CHARLOTTE NC 28277

Name and Address of Vendor: REMI GROUP LLC
11325 N COMMUNITY HOUSE RD 300
CHARLOTTE NC 28277

Qty Purchase Agreement QPA Number	Page
000000000000000000000000000011437	1 of 1
Requisition Nbr.: EQUIPMENT MAINTENANCE PROGRAM	
Effective Date: 01/13/2010	
Expiration Date: 01/13/2012	
Agency Number:	
Facility: RFP-9-36	
Vendor ID: 0000235475	
Vendor Telephone Nbr:	
Name Of Contact Pers:	
FAX Number:	

In accordance with your bid, submitted in response to the above referenced solicitation, the Vendor agrees that the Indiana Department of Administration, Procurement Division, has the option to purchase the items listed below under the terms of this agreement.

The Vendor agrees to charge these prices for any products ordered on any QPA release received after the expiration of the QPA but issued prior to the expiration date. The quantity listed herein is an estimate of the requirements. The state may order substantially more or substantially less pursuant to the terms of this agreement.

Orders are to be delivered only upon receipt of properly approved Quantity Purchase Award Release.

Line Number	Quantity	UNIT	Article and Description	Unit Price
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This is an award of a Quantity Purchase Agreement for Equipment Maintenance Program. QPA is for a term of two (2) years, with two (2) one (1) year renewals. Payments are made to the Remi Group quarterly in advance per IC-4-13-2-20(14).

Agencies should contact Nicole Kenney with any questions regarding this QPA. Please contact via e-mail nkenney@idoa.in.gov.

The following UN/CEFACT Unit of Measure Common Codes are used in this document:

Signature of Purchasing Officer	Typed Name	Signature Of Approval Office Of the State Attorney General	
	Date Signed	Typed Name	Date Signed
Authorized Signature	Indiana Department Of Administration Procurement Division 402 West Washington Street, Rm W468 Indianapolis, Indiana 46204 Telephone: (317) 232-3150		



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: P22-0-RFP-9-36		2. Date prepared: 12/18/2009	
3. CONTRACTS & LEASES			
Professional/Personal Services		Contract for procured Services	
Grant		Maintenance	
Lease		License Agreement	
Attorney		Amendment#	
MOU		Renewal #	
<input checked="" type="checkbox"/> QPA		Equipment Maintenance Pr	
Other			
FISCAL INFORMATION			
4. Account Number:		5. Account Name:	
6. Total amount this action: \$0.00		7. New contract total: 0.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2010		\$0.00	
Year		\$	
Year		\$	
Year		\$	
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 1/1/2010		12. To (month, day, year): 12/31/2012	
13. Method of source selection:			
Bid/Quotation		Emergency	
<input checked="" type="checkbox"/> RFP# 9-36		Special Procurement	
Other (specify)			
35. Will the attached document involve data processing or telecommunications systems(s)?			
Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 5-22			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Statewide equipment maintenance management program			
38. Justification of vendor selection and determination of price reasonableness: Savings confirmed based on like contracts of potential equipment maintenance expenditures that may be eligible for the program			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval <i>Michael Deane</i>			
41. Date Approved 12/18/09		42. Budget agency approval <i>Jack A. Myratt</i>	
43. Date Approved 12/28/2009		44. Agency representative receiving from AG	
45. Date Approved 1-13-10		46. Date Approved	
47. Date Approved			

AGENCY INFORMATION	
14. Name of agency: Department of Administration	15. Requisition Number:

16. Address: IDOA, Procurement Division 402 W WASHINGTON ST RM W468 INDIANAPOLIS, IN 46204
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AGENCY CONTACT INFORMATION	
17. Name: Nicole Kenney	18. Telephone #: 317/234-5584
19. E-mail address: nkenney@idoa.in.gov	

COURIER INFORMATION	
20. Name: Amev Redding	21. Telephone #: 317-234-3542
22. E-mail address: aredding@idoa.in.gov	

VENDOR INFORMATION	
23. Vendor ID # 0000235475	
24. Name: REMI GROUP LLC	25. Telephone #: 704-602-0840
26. Address: 11325 N COMMUNITY HOUSE RD 300 CHARLOTTE, NC 28277	

27. E-mail address: srozina@theremigroup.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Minority: %
Women: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Women: %
31. Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minority: 8.0 %
Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Women: 8.0 %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

RECEIVED DEC 21 2009
DEC 29 2009
OAG-ADVISORY



45377-000

**Contract for Services
State of Indiana / The Remi Group, LLC
Equipment Maintenance Management Program**

This Contract ("this Contract"), entered into by and between the Indiana Department of Administration (IDOA) (hereafter referred to as the "State") and The Remi Group, LLC (the "Contractor"), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, the State desires to contract for services for an equipment maintenance management program (the "EMMP").

WHEREAS, the Contractor has the necessary knowledge and expertise to provide such services.

NOW, THEREFORE, the parties agree as follows:

1. Duties of Contractor

The Indiana Department of Administration on behalf of All State Entities is establishing a quantity purchase agreement (QPA) for an **Equipment Maintenance Management Program (EMMP)**. Equipment added to the EMMP through the use of this QPA is considered part of the equipment portfolio. The Contractor shall assess risk based on the equipment portfolio as a whole and price accordingly. The contractor will provide these services necessary to the State of Indiana as set forth in RFP 9-36. Contractor's response, and Best and Final Offer (BAFO), attached hereto in **Exhibit A** incorporated and a part of this agreement herein by reference. The duties of the contractor are set forth on **Exhibit A** attached hereto and incorporated fully herein:

Cooperative Agreement

This QPA is viewed as a cooperative agreement and is available to all states. The State of Indiana is not responsible for the transactions between the Contractor and other states. All other states using this contract are expected to follow the contractual terms and conditions specified in the agreement.

Contractor shall provide the services incorporated herein (the "Services").

Equipment Maintenance Coverage

- a. The Equipment Maintenance Management Program (EMMP) will be underwritten by AmTrust North America, Inc., who has an A- rating. Contractor shall not change the EMMP underwriter without knowledge and consent by the State; any insurance backer underwriting the EMMP must have a minimum A- rating.
- b. Contractor shall cover equipment maintenance for owned, electronic equipment as listed in **Exhibit B**. Electronic equipment that is not eligible for the program includes HVAC, elevators, and escalators. Additionally, leased equipment may be eligible for the EMMP if the equipment maintenance expenditure is separate from the equipment lease payment.
 - i. Contractor may not discriminate eligibility of equipment by age; if equipment is eligible for coverage on the program, contractor must allow equipment to be added to the State's portfolio. Eligible is determined by type of electronic equipment as well as availability of parts and service vendors for the equipment.
- c. Contractor shall cover preventative and/or corrective maintenance needs for hardware per the manufacturer's specifications, as well as software updates and support, in accordance with the Equipment Maintenance Service Agreement (**Exhibit C**) and Schedule of Covered Equipment issued pursuant to this agreement.

Customer Service

- d. Contractor shall provide an equipment analysis on an as-needed basis throughout the life of the contract at no cost to the State.
- i. The equipment analysis is characterized where the Contractor will work with the State to evaluate current vendor service agreements to ensure that equipment service levels, hours of coverage, coverage limitations, and total cost is consistent with industry best practices. Upon completion of this analysis, the contractor will recommend the best service options for each piece of equipment ranging from placement onto the program, renegotiation of the current service agreement, or management on a time and material billing basis (Third Party Administration). A summary will be provided to the State with the recommended service options. Any equipment recommended for placement onto the program results in a detailed quote that includes the following information by piece of equipment:
 - included/excluded coverage
 - current price paid
 - quoted price
 - hard dollar savings
- Information needed to obtain a quote from the Contractor as well as a sample quote is shown in **Exhibit D**. Quotes shall be open for acceptance by the State for a period of sixty (60) days. All quoted prices are for annual coverage. If accepted by the State for placement onto the EMMP, the annual price will be prorated based on the effective start date to the end of the State's fiscal year. The EMMP policy period is the same as the State's fiscal year.
- e. Contractor shall provide both the Traditional and Dispatch programs to the State. The State may choose which program to implement.
- i. Traditional: If the end user desires to maintain a direct relationship with their preferred service vendor, they may call the vendor directly when equipment needs maintenance or repair and coordinate the service.
 - ii. Dispatch: If the end user would like to outsource the task of contacting, scheduling, tracking, and following-up with their desired service provider, then they would be free to outsource the problem to the Contractor to handle the dispatching and coordinating of the vendor service event in accordance with **Exhibit E**.
 - i. The Dispatch Service Center provides a central hub for all equipment service calls with the goal to collect all required service event information in 1-2 minutes. A partially completed service report is e-mailed to the caller approximately 15 minutes after a service call is placed as confirmation of your service request. This e-mail includes instructions to print the report and place it on or near the broken machine
 - ii. The Service Center is open Monday – Friday, 7:30am – 6:00pm EST; however, service calls can be placed 24 hours a day, 7 days a week. In the event that the REMI Service Center is experiencing a high call volume during normal business hours, the caller may leave a voicemail with the below service related information and receive a confirmation e-mail, follow up call within approximately 15 minutes.
 - iii. In the event that a service call is placed outside of the hours of operation, the caller has the option of leaving a voicemail for non emergency service calls or supply orders and the service will be dispatched upon reopening, or dialing "2" for emergency service. A voicemail containing the above required information can be left in the Emergency Service notification voicemail box and an on-call representative will be paged and return your call within 1 hour to assist with your request.
- f. Contractor permits the State to use any service vendor of choice for equipment covered on the EMMP for both the Traditional and Dispatch programs.

- i. Contractor will work with the State to identify additional service vendors qualified to perform service work on covered equipment. At the time equipment is added to the EMMP, the Contractor will provide contact information for at least two qualified service vendors.
- ii. Contractor will notify qualified service vendors on behalf of the State within a week of the effective date for equipment added to or deleted from the EMMP. Documentation will be provided to the State and include the following information:
 - list of service vendors contacted
 - method of notification to service vendors (email, phone, etc.)
 - date contacted
 - proof of acknowledgement from service vendor

Reporting

- g. Contractor shall provide at no cost to the State a web-based reporting tool where the State can view, search, and create reports on demand for equipment on the EMMP.
- h. The reporting tool will be accessed over a secure website with password-protected user IDs.
 - i. Contractor shall provide at no cost to the State an unlimited number of password-protected user IDs with permission-based profiles. Based on the profile of the user ID, the user could view equipment information, make changes such as additions/deletions to the EMMP, and/or view invoices from the Contractor to the State. All users can search and run reports.
- i. Contractor shall provide standard reports as detailed in **Exhibit F** as well as custom reports upon request by the State. The following are some common reports and data fields for custom reports available to the State:
 - i. All data relating to the State's equipment on the EMMP, can be used for the creation of custom reports
 - ii. Schedule of Covered Equipment Report: shows you all of the equipment covered under your contract. It provides a breakdown by location/branch, the manufacturer, model, description, serial number, coverage dates, PM's, etc.
 - iii. Repair History Report: provides you with the date of repair, the date The Remi Group (TRG) received the invoice, service call reason, the check number and date, etc.
 - iv. Equipment Reimbursement Summary Report: shows the total PM's and corrective maintenance performed for specific pieces of equipment. It also shows the total invoices, total invoice amount and the amount paid out by TRG.

Account Management

- j. Contractor shall comply with any and all rules and regulations for Federally-funded equipment.
- k. Contractor permits the State to add and delete equipment from the EMMP portfolio at any time. Addition or deletion of equipment is effective on the date the State notifies the Contractor. The State may notify the contractor of an addition/deletion via email, phone, or through the RemiOnline tool.
- l. The EMMP policy period is the same as the State's fiscal year; beginning on July 1st and ending on the following June 30th. Contractor shall provide annual renewals for all equipment on the EMMP with the renewal process beginning no later than 30 days prior to the end of the policy period. Approximately sixty (60) days prior to the end of the policy period, the Contractor shall commence the renewal analysis process. Contractor reviews equipment gain/loss history, preventative maintenance, and coverage levels. Upon completion of this review, Contractor shall provide recommendations to the State with a renewal quote.
 - i. The annual premium for coverage for each equipment item will be indicated on the schedule of covered equipment and the State will not pay the Contractor any additional funds above and beyond the annual premium for coverage.
 - ii. Contractor may not require the State to remove equipment from the program during a coverage year. Contractor shall provide written justification that it is in the best interest of the State to remove certain equipment from the EMMP. The State has the final decision to keep or remove the equipment from the EMMP.

- m. Contractor shall provide training for the following items at no cost to the State. Training shall be conducted over the phone or online. The Contractor may choose to provide training in person, but it is not required.
- i. Service Procedures: whether a new user chooses the Dispatch or the Traditional program, Contractor will educate the user on placing service calls. **Exhibit G** outlines the service call procedures for both programs.
 - ii. Reporting Tool: includes how to register as a user of the tool, navigating the tool, running reports, searching equipment information, and any other feature of the reporting tool. Contractor will provide this training via web-conference, phone, or in person as mutually agreed upon by the parties.
 - iii. New Account: when a new user adds equipment to the program the Contractor will provide account management procedures as it relates to billing and all other training items mentioned above in order to be a successful end user of the EMMP.
- n. All data collected by the Contractor during the life of the contract related to the State's equipment shall be owned by the State. The following reports will be provided electronically as an Excel file to the State within 5 business days of the contract end date: an equipment schedule and repair history for each policy period of the EMMP.

2. Consideration

The total remuneration under this Contract shall not exceed the annual fee amount of the equipment maintenance service agreement(s) purchased by the State.

At the time of contract execution, the estimated amount of the two year contract based on current equipment maintenance expenditures is \$2,314,177.50. This is based on current equipment maintenance expenditures that may be eligible for the program. As equipment is added and/or deleted from the program, the total remuneration will fluctuate.

Premium Discount

For all equipment added to the program through the life of the contract, a minimum guarantee of 25% will be discounted from current vendor agreements or an estimate of equipment maintenance expenditures. As the equipment portfolio grows which changes the portfolio capacity, the discount offered by the Contractor may be larger. This may result in additional savings on equipment maintenance expenditures in subsequent fiscal years.

Discount is valid for hardware and software maintenance coverage. Specifically, the premium discount applies to hardware corrective and preventative maintenance (PM) coverage; this does not apply to PM only coverage. Additionally, the premium discount applies to existing software agreements that include updates and software support coverage.

Payment Terms

Contractor shall be paid quarterly, in advance as permitted by IC 4-13-2-20(b) 14.

IC 4-13-2-20: Advance payments; special disbursements

Sec. 20. (a) Except as otherwise provided in this section, IC 12-17-19-19, or IC 12-8-10-7, payment for any services, supplies, materials, or equipment shall not be paid from any fund or state money in advance of receipt of such services, supplies, materials, or equipment by the state.

(b) With the prior approval of the budget agency, payment may be made in advance for any of the following:

(14) Maintenance of equipment and maintenance of software if there are appropriate contractual safeguards for refunds as determined by the budget agency.

3. Term

This Contract shall be effective for a period of two (2) years. It shall commence on January 1, 2010 or date of final State approval, whichever is later, and shall terminate on December 31, 2012. The State has the option to renew this contract for an additional two (2) one-year periods.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement. They shall make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

5. Assignment

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent, such consent shall not be unreasonably withheld. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by Federal and State law.

7. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

8. Changes in Work

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws.

The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

- A. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at

<http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

- B. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- C. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.
- D. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- E. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.
- G. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- H. As required by IC 5-22-3-7:
 - (1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
 - (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be

required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

11. Confidentiality of State Information

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

Contractor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

12. Continuity of Services

- A. The Contractor recognizes that the services under this contract are vital to the State and must be continued without interruption and that, upon contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training, and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this contract expires, and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

13. Debarment and Suspension

A. The Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and shall be solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the State if any sub-contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the sub-contractor for work to be performed under this Contract.

14. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination.

15. Disputes

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

16. Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Employment Option

If the State determines that it would be in its best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or employee.

18. Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

19. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

22. Independent Contractor

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees

23. Information Technology Enterprise Architecture Requirements.

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

24. Insurance

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$1,000,000 per occurrence and \$1,000,000 aggregate unless additional coverage is required by the State. The State is to be named as a additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability with minimum liability limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. The State is to be named as an additional insured on a primary, non-contributory basis.
3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract.

The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State agency prior to the commencement of this Contract.

25. Key Person(s)

DELETED BY MUTUAL AGREEMENT OF THE PARTIES

26. Licensing Standards

The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure,

certification, or accreditation, the Contractor agrees to notify State immediately thereof and the State, at its option, may immediately terminate this Contract.

27. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

28. Minority and Women's Business Enterprises Compliance. The Contractor agrees to comply fully with the provisions of 25 IAC 5 and any participation plan that may have been submitted to the State.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract. Additional MBE and WBE companies listed in the directory of certified firms may also be utilized to fulfill each category commitment percentage.

MBE

Fans Inc.
6807 Bretton Circle
Indianapolis, IN 46268
Contact: Felix Rogers
felix@officesourceusa.com
317-431-2532
Copier service and supplies

WBE

Repro Graphics Digital Imaging, Inc.
PO Box 44026
Indianapolis, IN 46204
Contact: Jill Hall
jhall@reprographix.com
317-637-3377
Service of HP plotters, printers, and copier supplies

The State recognizes that the MBE and WBE companies will change through the term of the contract. The Contractor will notify the State of additions or deletions of MBE or WBE companies. Amounts for each company will vary through the term of the contract. However the cumulative commitment will be as follows:

- Minority Business Enterprise Commitment: 8%
- Women's Business Enterprise Commitment: 8%

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MBE/WBE subcontractor where the State took the selection of the MBE/WBE by the Contractor into consideration when issuing the procurement award. The copy of the agreement must be submitted to the MWBE Division in IDOA within ninety (90) days of the execution of the contract between the Contractor and the State. The Contractor also agrees to send all amendments, changes, and terminations to these agreements to the MWBE Division in IDOA within ninety (90) days of their execution. Failure to provide a copy of the agreement or subsequent amendment, change, and termination may result in exclusion from future State procurements. If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases

and scoring in future procurements. In addition, the Contractor must obtain the approval of the Division before changing any MBE/WBE participation plan submitted in connection with this Contract.

29. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Contractor understands that the State is a recipient of Federal funds, and therefore, where applicable, Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

30. Notices to Parties

Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

Notice to the Agency shall be sent to:

Nicole Kenney
Strategic Sourcing Analyst
Department of Administration
402 West Washington St.
Indianapolis, IN 46204
317-234-5584
nkenney@idoa.in.gov

Notice to the Contractor shall be sent to:

Chris Steuber
Chief Production Officer
The Remi Group, LLC
11325 N Community House Rd, Ste. 300
Charlotte, NC 28277
704-602-0854
csteuber@theremigroup.com
FIN # 55-0808152

Payment to the Contractor shall be sent to:

As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by Contractor with the Auditor of State.

31. Order of Precedence

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) Solicitation 9-36, (4) Contractor's response to solicitation 9-36, and (5) attachments prepared by the Contractor. In the event of any conflict

between the terms and conditions of this Contract and the provisions of any of the other documents identified in items (2), (3), (4) or (5) of the immediately preceding sentence, the terms and conditions of this Contract shall supersede and control.

32. Ownership of Documents and Materials

All documents, records, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract. In no event shall this apply to any derivative work which may be developed by the Contractor during the performance of this agreement.

33. Payments

If Contractor is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

34. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

35. Progress Reports

Monthly Progress Reports

The following progress reports shall be provided in Excel format to the State via email by the 15th of each month reporting the previous month's activity.

- Summary of Added/Deleted Equipment by Agency
 - Data Fields: agency name, equipment make/model/description/type, endorsement number, add or delete, contract price, annual fee, prorated fee, savings percent, cumulative portfolio contract price, cumulative portfolio annual fee, cumulative portfolio prorated fee, cumulative portfolio savings percent
- Reimbursement Summary by Agency AND by Vendor (two reports)
 - Data Fields: agency, vendor, invoice status, number of invoices, total invoice amount
 - Invoice Status: paid in full, partial payment, denied, rescinded, void, completed, credited

Quarterly Progress Reports

The Contractor shall submit progress reports quarterly to the State. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress

reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

SERVICE LEVEL AGREEMENTS:

Performance Metric	Goal	Performance Target	Description	Calculation
Quote Turn Around Time	2 business days	4 business days	Measures response time from receipt of information to be quoted to receipt of quote to State.	Date State Received Quote from Vendor - Date Vendor Received Equipment Information for Quote
More Information Needed Response Time	Same business day	24 hours	Measures response time of vendor receipt of equipment information to State receipt of more information needed to provide a quote	Date State Received More Info Notice From Vendor - Date Vendor Received Equipment Information for Quote
Service Response Time	2 business days	3 business days	Measures the response time of service vendor when needed for a repair	Date of Service - Date of Service Call

The Vendor will be allowed a sixty (60) day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics above. After the sixty (60) day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the State contract manager one (1) month after the grace period ends.

Once a final scorecard, which will include the above performance metrics, has been developed, the State contract manager will calculate a score for the contractor's overall performance. If the score is below the minimum threshold, as agreed upon in negotiations by the Vendor and the State, the following actions will be taken.

1. A discussion will take place between the Vendor representatives and the State contract manager. The Vendor will be given a warning, and a plan will be developed to improve on the problem areas within two (2) months.
2. If a second monthly review occurs with minimal or no improvement in the problem areas, the Vendor will be placed on probation, and the Vendor will be given three (3) months to improve their overall service score.
3. If a third monthly review with below-threshold score occurs within the three (3) month probationary period, the Vendor will be required to give a three percent (3%) rebate on the month's revenue back to each agency which has provided revenue to the Vendor.
4. If a fourth below-threshold score occurs within the next three (3) months, the Vendor will be required to provide a five percent (5%) rebate on the month's revenue back to each agency that has provided revenue to the Vendor, and the contract may be terminated by the State.

36. Renewal Option

This contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void.

37. Security and Privacy of Health Information

The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

38. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this contract.

39. Substantial Performance

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

40. Taxes

The State of Indiana is exempt from state, many federal and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

41. Termination for Convenience

This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

42. Termination for Default

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this contract in whole or in part, if the Contractor fails to:
1. Correct or cure any breach of this contract;
 2. Deliver the supplies or perform the services within the time specified in this contract or any extension;
 3. Make progress so as to endanger performance of this contract; or
 4. Perform any of the other provisions of this contract.
- B. If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the

Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

43. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines. (Financial management Circular (2003-1).

44. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

45. Work Standards

The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this contract, the State may request in writing the replacement of any or all such individuals and Contractor shall grant such request.

46. Disclaimer of Warranties

Except as provided herein, Contractor makes no other warranty, expressed or implied, including but not limited to any warranty of merchantability, fitness for a particular purpose and/or non-infringement and all such warranties are specifically disclaimed.

47. Federal Funds Disclosure Requirements

The Contractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by contract funds, they will clearly state a) the percentage of the total costs of the program or project which will be financed with federal money, b) the dollar amount of federal funds for the project or program and c) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

48. Federal Lobbying Requirements

- A. The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

49. Federal Funding Information

The following Federal funding information is specific to the portion of the equipment in the Department of Health portfolio identified under account 61910-4003610103200.

- | | |
|--|---|
| a) C.F.D.A. Title – Public Health
Emergency Preparedness | d) Award No. 5U90TP517024-10 |
| b) C.F.D.A No. 93.069 | e) Award Year – 8/10/09 to 8/9/10 |
| c) Award Name – Public Health
Preparedness & Response for
Bioterrorism | f) Federal Agency – Department of Health &
Human Services, Centers for Disease Control &
Prevention, Coordinating Office for Terrorism
Preparedness & Emergency Response |

In contracts funded by the United States Department of Health and Human Services, the Contractor agrees to comply with the provisions of the Code of Federal Regulations (CFR) Title 45 Parts 74, 92, and 96, where applicable.

50. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses in any way except for the following clauses which are identified by name below:

- Section 1: Duties of Contractor
- Section 2: Consideration
- Section 3: Term
- Section 5: Assignment (Contractor)
- Section 6: Audits
- Section 11: Confidentiality of State Information
- Section 24: Insurance (Contractor)
- Section 25: Key Persons
- Section 28: Minority & Women's Business Enterprises Compliance
- Section 30: Notices to Parties
- Section 32: Ownership of Documents and Materials (Contractor)
- Section 35: Progress Reports

Sections Added To Contract

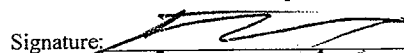
- Section 46: Disclaimer of Warranties (Contractor)
- Section 47: Federal Funds Disclosure Requirement
- Section 48: Federal Lobbying Requirements
- Section 49: Federal Funding Information

NON-COLLUSION AND ACCEPTANCE

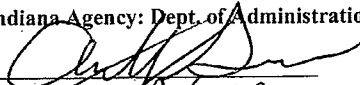
The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

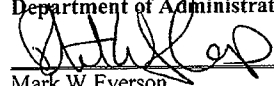
Contractor: The Remi Group, LLC

Signature: 
Printed Name: CHRISTOPHER A. STEUBER
Title: PRINCIPAL
Date: 12/11/2009

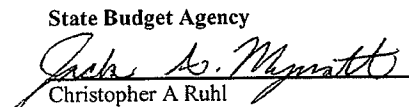
State of Indiana Agency: Dept. of Administration

Signature: 
Printed Name: A. Green
Title: General Counsel
Date: 12/18/09

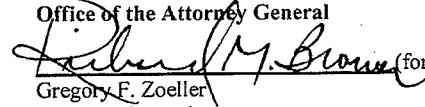
Department of Administration

 (for)
Mark W. Everson
Commissioner
Date: 12/18/2009

State Budget Agency

 (for)
Christopher A. Ruhl
Director
Date: December 28, 2009

Office of the Attorney General

 (for)
Gregory F. Zoeller
Attorney General
Date: January 13, 2010